



FEDERAL ELECTION COMMISSION
Washington, DC 20463

NOV 30 2006

J. Ralph Atkin, Esq.
1240 East 100 South, Suite 10
St. George, UT 84790

William B. Canfield III, Esq.
Williams & Jensen, PLLC
1155 21st Street, N.W., Suite 300
Washington, D.C. 20036

RE: MUR 5333
Robert Browning Lichfield Family
Limited Partnership
Robert B. Lichfield

Dear Messrs. Atkin and Canfield:

On November 16, 2006, the Federal Election Commission accepted the signed conciliation agreement submitted on your clients' behalf in settlement of violations of 2 U.S.C. §§ 441a(a)(1)(A) and 441f, provisions of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to the Robert Browning Lichfield Family Limited Partnership and Robert B. Lichfield.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply, and that this matter is still open with respect to other respondents. The Commission will notify you when the entire file has been closed.

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Enclosed you will find a copy of the fully executed conciliation agreement for your files.
If you have any questions, please contact me at (202) 694-1650.

Sincerely,



Mark Allen
Attorney

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION**In the Matter of****Robert Browning Lichfield Family Limited Partnership
Robert B. Lichfield****)
) MUR 5333
)
)****CONCILIATION AGREEMENT**

This matter was initiated by a complaint filed with the Federal Election Commission ("Commission") by Scott Clayton and by information ascertained by the Commission in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that the Robert Browning Lichfield Family Limited Partnership ("Lichfield Partnership") violated 2 U.S.C. §§ 441a(a)(1)(A) and 441f and that Robert B. Lichfield violated 2 U.S.C. § 441f (together, "Respondents").¹

NOW, THEREFORE, the Commission and Respondents, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

¹ The events that are the subject of this complaint occurred prior to November 6, 2002, the effective date of the Bipartisan Campaign Reform Act of 2002 ("BCRA"), Pub L 107-155, 116 Stat 81 (2002). Therefore, unless noted to the contrary, all references to statutes and regulations in this agreement pertain to those that were in effect prior to the implementation of BCRA.

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1 IV. The pertinent facts in this matter are as follows:

2 1. The Lichfield Partnership is a limited partnership registered in the State of
3 Utah. Robert B. Lichfield is a general partner of the Lichfield Partnership. The other general
4 partner of the Lichfield Partnership is Patricia Lichfield. The limited partners of the Lichfield
5 Partnership are Lenae Lichfield, Loni Lichfield O'Neil, Lyndee Lichfield, Reagan Lichfield,
6 Robbie Lichfield, Roger Lichfield and Lana Patricia Lichfield.

7 2. A contribution by a partnership shall be attributed to the partnership and to
8 each partner, in one of two ways: 1) in proportion to his or her share of the profits, according to
9 instructions which shall be provided by the partnership to the political committee or candidate; or
10 2) by agreement of the partners, as long as only the profits of the partners to whom the
11 contribution is attributed are reduced (or losses increased), and these partners' profits are reduced
12 (or losses increased) in proportion to the contribution attributed to each of them. 11 C.F.R.
13 § 110.1(e). A contribution by a partnership shall not exceed the Act's limitations on
14 contributions. *Id.*

15 3. No portion of a partnership contribution may be attributed to a spouse of a
16 partner unless the spouse is also a member of the partnership. *See* Advisory Opinion 1980-67.

17 4. The Lichfield Partnership and Robert B. Lichfield are each a "person" within
18 the meaning of 2 U.S.C. § 431(11).

19 5. No person shall make a contribution in the name of another or knowingly
20 assist in the making of a contribution in the name of another. 2 U.S.C. § 441f; 11 C.F.R.
21 § 110.4(b)(1)(iii).

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1 6. John Swallow for Congress ("the Committee") is a political committee
2 within the meaning of 2 U.S.C. § 431(4) and is an authorized committee of John Swallow within
3 the meaning of 2 U.S.C. § 431(6). Mr. Swallow was a candidate in three elections during 2002,
4 the convention, primary and general elections.

5 7. In January 2002 John Swallow came to Robert B. Lichfield's home and
6 solicited contributions from Mr. Lichfield and other Lichfields present. Those Lichfields present
7 agreed at that time to contribute. Mr. Lichfield and Mr. Swallow discussed the contributions,
8 where two of the family members were minors, other family members who might contribute were
9 not present, and Mr. Swallow stating that contributors had to have their own funds to contribute.
10 That same day, Mr. Lichfield went to his bank, where, acting as managing general partner of the
11 Lichfield Partnership, he purchased ten \$3,000 "official checks" with Lichfield Partnership
12 funds. Mr. Lichfield wrote on the bottom of each check the name of an individual Lichfield to
13 indicate the individual to whom the contribution was to be attributed. Mr. Lichfield gave the
14 checks to Mr. Swallow that same day, but Messrs. Lichfield and Swallow agreed that Mr.
15 Swallow would not deposit the checks until Mr. Lichfield had obtained the approval of the
16 Lichfield contributors not present at the solicitation and Mr. Swallow had obtained counsel on
17 certain issues related to the contributions. A few days later, Mr. Lichfield obtained the remaining
18 contributors' approval and told Mr. Swallow, who informed Mr. Lichfield that he had obtained
19 favorable advice on the issues he checked. Shortly thereafter, the contribution checks were
20 deposited by the Committee. The Committee then disclosed the receipt of \$3,000 contributions
21 from each of the following individuals: Robert B. Lichfield, Lenae Lichfield, Loni Lichfield,

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1 Lyndee Lichfield, Patricia Lichfield, Reagan Lichfield, Robbie Lichfield, Roger Lichfield,
2 Stephanie Lichfield and Tavia Lichfield.

3 8. Such use of \$30,000 of the Lichfield Partnership's funds does not constitute
4 individual contributions from these ten persons, but rather a \$30,000 contribution by the
5 Lichfield Partnership to the Committee. The Lichfield Partnership, by contributing \$30,000 to
6 the Committee in connection with the convention, primary and general elections during 2002,
7 exceeded the statutory limit of \$1,000 per election.

8 9. As a partnership, the Lichfield Partnership's contribution is also attributed to
9 its partners. *See* 11 C.F.R. § 110.1(e). The Lichfield Partnership's contribution cannot be
10 attributed to Stephanie and Tavia Lichfield, who are spouses of partners but are not themselves
11 partners of the Lichfield Partnership. *See* Advisory Opinion 1980-67. Thus, the use of Lichfield
12 Partnership funds to make contributions in the names of Stephanie and Tavia Lichfield
13 constitutes contributions in the name of another. Robert B. Lichfield assisted in the Lichfield
14 Partnership making contributions in the names of Stephanie and Tavia Lichfield.

15 V. 1. The Robert Browning Lichfield Family Limited Partnership made an
16 excessive contribution and contributions in the names of others to John Swallow for Congress in
17 violation of 2 U.S.C. §§ 441a(a)(1)(A) and 441f. The Robert Browning Lichfield Family
18 Limited Partnership will cease and desist from violating 2 U.S.C. §§ 441a(a)(1)(A) and 441f.

19 2. Robert B. Lichfield assisted in the making of contributions in the names of
20 others in violation of 2 U.S.C. § 441f. Robert B. Lichfield will cease and desist from violating
21 2 U.S.C. § 441f.

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1 VI. Respondents will pay a civil penalty to the Federal Election Commission in the
2 amount of Seventeen Thousand Dollars (\$17,000), pursuant to 2 U.S.C. § 437g(a)(5)(A).

3 VII. Respondents waive any and all claims they may have to the refund of the
4 excessive contribution referenced in this agreement and will so notify the Committee.

5 VIII. The Commission, on request of anyone filing a complaint under 2 U.S.C.
6 § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance
7 with this agreement. If the Commission believes that this agreement or any requirement thereof
8 has been violated, it may institute a civil action for relief in the United States District Court for
9 the District of Columbia.

10 IX. This agreement shall become effective as of the date that all parties hereto
11 have executed same and the Commission has approved the entire agreement.

12 X. Respondents shall have no more than 30 days from the date this agreement
13 becomes effective to comply with and implement the requirements contained in this agreement
14 and to so notify the Commission.

15 XI. This Conciliation Agreement constitutes the entire agreement between the parties
16 on the matters raised herein, and no other statement, promise, or agreement, either written or
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1 oral, made by either party or by agents of either party, that is not contained in this written

2 agreement shall be enforceable.

3 FOR THE COMMISSION:

4 Lawrence H. Norton

5 General Counsel

6 BY:

Rhonda J. Vosdingh

Rhonda J. Vosdingh

Associate General Counsel

for Enforcement

11/29/06
Date

10 FOR THE RESPONDENTS:

Robert B Lichfield

(Name) Robert B. Lichfield, G/P

(Position) of Robert Browning Lichfield
Family Partnership &
Robert B. Lichfield as an
individual.

Nov 9, 2006
Date

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